

314 PHILADELPHIA AVE.
TAKOMA PARK,
MARYLAND, 20912

DC & PA - Stevan Lieberman
MD - Michael Greenberg
MI - Bill Bonk (Boston Office)
Of Counsel
Honorable John Anderson

Greenberg & Lieberman

PATENTS, TRADEMARKS, COPYRIGHTS
COMPUTER LAW AND LICENSING

TOLL FREE:
1-888-APL-APLS
Tel: 301-588-8393
Fax 301-588-3292
www.aplegal.com
info@aplegal.com

February 6, 2003

Commissioner for Trademarks
Box TTAB-no fee
2900 Crystal Drive
Arlington, VA 22202-3513

RE: SETTLEMENT AGREEMENT TO SUPPORT REINSTATEMENT OF
REGISTRATION IN PROCEEDINGS No. 92027764


Mark: TUBS TO GO and design
Registration No.: 1732838
Registrant: Ronald B. Tosh
Petitioner: CR/PL, L.L.C.

Dear Mr. Mermelstein,

Please find enclosed one (1) copy of the Settlement Agreement executed on October 9, 2002, between the above-referenced parties. This proceeding has gone on for quite a long time and my client is eager to have his Registration re-instated.

Thank you for your time and consideration. Of course if there are any questions or concerns please do not hesitate to contact me at 301-588-8393

Sincerely,



Stevan Lieberman

Enclosure

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between CR/PL, L.L.C. with a primary business address of 1235 Hartrey Avenue, Evanston ILLINOIS 60202 hereinafter ("CR"); and Ronald B. Tosh., located and doing business at 3101-111th Street, SW, Suite N, Everett, WA 98204 hereinafter ("TOSH").

RECITALS

WHEREAS, there is now pending before the Trademark Trial and Appeal Board (TTAB), a petition pertaining to cancellation 92027164 of which CR and TOSH are Petitioner and Respondent, respectively; and

WHEREAS, CR and TOSH (the "Parties") desire to avoid further litigation risks and expenses, and seek an amicable and final resolution and settlement of all claims asserted in the law suit for now and forever.

DEFINITIONS

"Effective Date" shall mean the date upon which all Parties have signed this Agreement.

"United States" shall mean anywhere within the United States of America or any territories or possessions thereof.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, and in consideration of the mutual releases and covenants contained herein, the Parties agree as follows:

1. The RECITALS and DEFINITIONS are binding terms of this Agreement.
2. CR has withdrawn its application for "TUBS/SHOWER-TO-GO" serial No. 75177441.
3. CR agrees to not file for or use any other trademark or service mark using the phrase "TUBS TO GO" however, CR shall be permitted to use and retain its trademark registration for LAUNDRY TUBS TO-GO registration No. 2310520, for laundry tubs and sinks.
4. CR agrees to not oppose and will actively assist TOSH's petition to reinstate the mark "TUBS

TO GO!" mark registration No. 1732838.

5. CR agrees that TOSH's use of the phrase "TUBS TO GO" predates CR's and that any current or future registrations of said phrase by TOSH is valid and enforceable.
6. CR agrees to not oppose any future filings by our client using the phrase "TUBS TO GO."
7. CR agrees to not oppose and will actively assist TOSH's petition to reinstate the mark "TUBS TO GO MOBILE HOT TUB CO." mark registration No. 1522204.
8. TOSH agrees to withdraw its cancellation of CR's "LAUNDRY TUBS TO-GO" registration No. 2310520 and consent to the continuing registration of said mark.
9. Both parties agree that the Cancellation pending before the TTAB No. 92027164 shall be dismissed with prejudice.
10. Both parties agree that this settlement shall settle all actions pertaining to the use and ownership of the "TUBS TO GO" phrase and trademark with both Parties to bear their own fees and costs.
11. Promptly upon the signature of this Agreement, and in full settlement of all claims by either CR or TOSH, and in consideration of the releases and covenants contained in this Agreement, CR and TOSH shall jointly file the DISMISSAL attached hereto as Exhibit A.
12. The parties agree that this Agreement does not settle or waive any claims other than those discussed herein.
13. In the event of a breach of this Agreement by either of the Parties, the infringed party shall notify the other party, by facsimile or overnight mail, of such alleged breach and that party shall have fifteen (15) calendar days from receipt of such notice to rectify such alleged breach. In the event that such alleged breach is not thereafter rectified to the other parties' satisfaction and a legal proceeding is filed by that party asserting the breach of this Agreement, the Parties agree that attorneys' fees and costs incurred in bringing the arbitration will be awarded to the prevailing party of the legal proceeding unless a settlement is again achieved.
14. By this Agreement, neither of the Parties grants any right, license or otherwise to any of its

intellectual property.

15. If any term or provision of this Agreement is found void or contrary to law, such provision shall be deemed severable from the other terms and provisions of this Agreement, and the remainder of this Agreement shall be given effect as if the severed term was not included in this Agreement.

16. No provisions of this Agreement may be modified, waived, or amended except with the written consent of all Parties.

17. Any failure by any of the Parties to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its rights to enforce subsequently such provision or any other provision of this Agreement.

18. This Agreement represents the entire agreement among the Parties, and supersedes all prior communications, agreements and understandings among the Parties with respect to the settlement of the above identified action

19. This Agreement shall be deemed to have been drafted equally by both Parties to this Agreement.

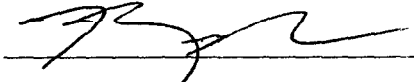
20. The execution of this Agreement by each of the Parties shall indicate that this Agreement conforms to each of the Parties' understandings and is acceptable to each of the Parties as a final settlement agreement. It is further understood and agreed that (1) each of the Parties has read the terms of this Agreement; (2) each of the Parties has had the opportunity to consult or has consulted with counsel of their choice regarding this Agreement; (3) each of the Parties has been given a reasonable and sufficient period of time in which to consider and execute this Agreement; and (4) each of the Parties has entered into this Agreement freely and voluntarily without coercion or undue influence of any kind.

21. Each person executing this Agreement represents and warrants that he or she has the authority and power to do so from the Party on whose behalf he or she is executing.

22. This Agreement may be executed by the Parties in separate counterparts and exchanged by facsimile with the same effect as if all parties had signed the same instrument.

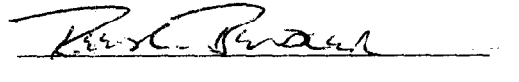
WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures as contained below:

Ronald Tosh


Dated: 10-9-02

Seal:

CR/PL, L.L.C. by


Dated: 9-28-02

Seal: